

The Honorable Marc Barreca
Ex Parte

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

In re
TREND SOUND PROMOTER AMG CORP.,
Debtor

Chapter 7

Bankruptcy Case No. 14-13193-MLB

BANKRUPTCY ESTATE OF TREND SOUND
PROMOTER AMG CORP., by and through
Nancy James, Bankruptcy Trustee,

Adversary Proceeding No. 14-01249

Plaintiff.

STIPULATION FOR PROTECTIVE ORDER

VOLODIMYR PIGIDA and JANE DOE
PIGIDA, husband and wife, and the marital
community comprised thereof, individually and
as trustee of the Villa Property Company Trust;
and MARINA BONDARENKO and JOHN
DOE BONDARENKO, wife and husband, and
the marital community comprised thereof,
individually and as trustee of the Villa Property
Company Trust,

Defendants.

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1 1. PURPOSES AND LIMITATIONS

2 Discovery in this action is likely to involve production of confidential, proprietary, or
3 private information for which special protection may be warranted. Accordingly, the parties
4 hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The
5 parties acknowledge that this agreement is consistent with LCR 26(c). It does not confer blanket
6 protection on all disclosures or responses to discovery, the protection it affords from public
7 disclosure and use extends only to the limited information or items that are entitled to
8 confidential treatment under the applicable legal principles, and it does not presumptively entitle
9 parties to file confidential information under seal.

10 2. “CONFIDENTIAL” MATERIAL

11 “Confidential” material shall include the following documents and tangible things
12 produced or otherwise exchanged: **bank account statements of Defendants Volodimyr Pigida**
13 **and Marina Bondarenko, and of their limited liability company, SoundTrack Studio, LLC.**

14 3. SCOPE

15 The protections conferred by this agreement cover not only confidential material (as
16 defined above), but also (1) any information copied or extracted from confidential material; (2)
17 all copies, excerpts, summaries, or compilations of confidential material; and (3) any testimony,
18 conversations, or presentations by parties or their counsel that might reveal confidential material.
19 However, the protections conferred by this agreement do not cover information that is in the
20 public domain or becomes part of the public domain through trial or otherwise.

21 4. ACCESS TO AND USE OF CONFIDENTIAL MATERIAL

22 4.1 Basic Principles. A receiving party may use confidential material that is disclosed
or produced by another party or by a non-party in connection with this case only for prosecuting,



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1 defending, or attempting to settle this litigation. Confidential material may be disclosed only to
2 the categories of persons and under the conditions described in this agreement. Confidential
3 material must be stored and maintained by a receiving party at a location and in a secure manner
4 that ensures that access is limited to the persons authorized under this agreement.

5 4.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise
6 ordered by the court or permitted in writing by the designating party, a receiving party may
7 disclose any confidential material only to:

8 (a) the receiving party’s counsel of record in this action, as well as employees
9 of counsel to whom it is reasonably necessary to disclose the information for this litigation;

10 (b) the officers, directors, and employees (including in house counsel) of the
11 receiving party to whom disclosure is reasonably necessary for this litigation, unless the parties
12 agree that a particular document or material produced is for Attorney’s Eyes Only and is so
13 designated;

14 (c) experts and consultants to whom disclosure is reasonably necessary for
15 this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
16 A);

17 (d) the court, court personnel, and court reporters and their staff;

18 (e) copy or imaging services retained by counsel to assist in the duplication of
19 confidential material, provided that counsel for the party retaining the copy or imaging service
20 instructs the service not to disclose any confidential material to third parties and to immediately
21 return all originals and copies of any confidential material;

22 (f) during their depositions, witnesses in the action to whom disclosure is
23 reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound”



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1 (Exhibit A), unless otherwise agreed by the designating party or ordered by the court. Pages of
2 transcribed deposition testimony or exhibits to depositions that reveal confidential material must
3 be separately bound by the court reporter and may not be disclosed to anyone except as permitted
4 under this agreement;

5 (g) the author or recipient of a document containing the information or a
6 custodian or other person who otherwise possessed or knew the information.

7 4.3 Filing Confidential Material. Before filing confidential material or discussing or
8 referencing such material in court filings, the filing party shall confer with the designating party
9 to determine whether the designating party will remove the confidential designation, whether the
10 document can be redacted, or whether a motion to seal or stipulation and proposed order is
11 warranted. Local Civil Rule 5(g) sets forth the procedures that must be followed and the
12 standards that will be applied when a party seeks permission from the court to file material under
13 seal.

14 5. DESIGNATING PROTECTED MATERIAL

15 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each party
16 or non-party that designates information or items for protection under this agreement must take
17 care to limit any such designation to specific material that qualifies under the appropriate
18 standards. The designating party must designate for protection only those parts of material,
19 documents, items, or oral or written communications that qualify, so that other portions of the
20 material, documents, items, or communications for which protection is not warranted are not
21 swept unjustifiably within the ambit of this agreement.

22 Mass, indiscriminate, or routinized designations are prohibited. Designations that are
23 shown to be clearly unjustified or that have been made for an improper purpose (e.g., to



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1 unnecessarily encumber or delay the case development process or to impose unnecessary
2 expenses and burdens on other parties) expose the designating party to sanctions.

3 If it comes to a designating party's attention that information or items that it designated
4 for protection do not qualify for protection, the designating party must promptly notify all other
5 parties that it is withdrawing the mistaken designation.

6 5.2 Manner and Timing of Designations. Except as otherwise provided in this
7 agreement (see, *e.g.*, second paragraph of section 5.2(a) below), or as otherwise stipulated or
8 ordered, disclosure or discovery material that qualifies for protection under this agreement must
9 be clearly so designated before or when the material is disclosed or produced.

10 (a) Information in documentary form: (*e.g.*, paper or electronic documents and
11 deposition exhibits, but excluding transcripts of depositions or other pretrial or trial proceedings),
12 the designating party must affix the word "CONFIDENTIAL" to each page that contains
13 confidential material. If only a portion or portions of the material on a page qualifies for
14 protection, the producing party also must clearly identify the protected portion(s) (*e.g.*, by
15 making appropriate markings in the margins).

16 (b) Testimony given in deposition or in other pretrial or trial proceedings: the
17 parties must identify on the record, during the deposition, hearing, or other proceeding, all
18 protected testimony, without prejudice to their right to so designate other testimony after
19 reviewing the transcript. Any party or non-party may, within fifteen days after receiving a
20 deposition transcript, designate portions of the transcript, or exhibits thereto, as confidential.

21 (c) Other tangible items: the producing party must affix in a prominent place on
22 the exterior of the container or containers in which the information or item is stored the word



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1 “CONFIDENTIAL.” If only a portion or portions of the information or item warrant protection,
2 the producing party, to the extent practicable, shall identify the protected portion(s).

3 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
4 designate qualified information or items does not, standing alone, waive the designating party’s
5 right to secure protection under this agreement for such material. Upon timely correction of a
6 designation, the receiving party must make reasonable efforts to ensure that the material is
7 treated in accordance with the provisions of this agreement.

8 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

9 6.1 Timing of Challenges. Any party or non-party may challenge a designation of
10 confidentiality at any time. Unless a prompt challenge to a designating party’s confidentiality
11 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic
12 burdens, or a significant disruption or delay of the litigation, a party does not waive its right to
13 challenge a confidentiality designation by electing not to mount a challenge promptly after the
14 original designation is disclosed.

15 6.2 Meet and Confer. The parties must make every attempt to resolve any dispute
16 regarding confidential designations without court involvement. Any motion regarding
17 confidential designations or for a protective order must include a certification, in the motion or in
18 a declaration or affidavit, that the movant has engaged in a good faith meet and confer
19 conference with other affected parties in an effort to resolve the dispute without court action. The
20 certification must list the date, manner, and participants to the conference. A good faith effort to
21 confer requires a face-to-face meeting or a telephone conference.

22 6.3 Judicial Intervention. If the parties cannot resolve a challenge without court
23 intervention, the designating party may file and serve a motion to retain confidentiality under



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1 Local Civil Rule 7 (and in compliance with Local Civil Rule 5(g), if applicable). The burden of
2 persuasion in any such motion shall be on the designating party. Frivolous challenges, and those
3 made for an improper purpose (*e.g.*, to harass or impose unnecessary expenses and burdens on
4 other parties) may expose the challenging party to sanctions. All parties shall continue to
5 maintain the material in question as confidential until the court rules on the challenge.

6 **7. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER**
LITIGATION

7 If a party is served with a subpoena or a court order issued in other litigation that compels
8 disclosure of any information or items designated in this action as “CONFIDENTIAL,” that
9 party must:

10 (a) promptly notify the designating party in writing and include a copy of the
11 subpoena or court order;

12 (b) promptly notify in writing the party who caused the subpoena or order to
13 issue in the other litigation that some or all of the material covered by the subpoena or order is
14 subject to this agreement. Such notification shall include a copy of this agreement; and

15 (c) cooperate with respect to all reasonable procedures sought to be pursued
16 by the designating party whose confidential material may be affected.

17 **8. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

18 If a receiving party learns that, by inadvertence or otherwise, it has disclosed confidential
19 material to any person or in any circumstance not authorized under this agreement, the receiving
20 party must immediately (a) notify in writing the designating party of the unauthorized
21 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the protected material,
22 (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of



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1 this agreement, and (d) request that such person or persons execute the "Acknowledgment and
2 Agreement to Be Bound" that is attached hereto as Exhibit A.

3 9. **INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED**
MATERIAL

4 When a producing party gives notice to receiving parties that certain inadvertently
5 produced material is subject to a claim of privilege or other protection, the obligations of the
6 receiving parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This
7 provision is not intended to modify whatever procedure may be established in an e-discovery
8 order or agreement that provides for production without prior privilege review. Parties shall
9 confer on an appropriate non-waiver order under Fed. R. Evid. 502.

10 10. **NON TERMINATION AND RETURN OF DOCUMENTS**

11 Within 60 days after the termination of this action, including all appeals, each receiving
12 party must return all confidential material to the producing party, including all copies, extracts
13 and summaries thereof. Alternatively, the parties may agree upon appropriate methods of
14 destruction.

15 Notwithstanding this provision, counsel are entitled to retain one archival copy of all
16 documents filed with the court, trial, deposition, and hearing transcripts, correspondence,
17 deposition and trial exhibits, expert reports, attorney work product, and consultant and expert
18 work product, even if such materials contain confidential material. The confidentiality
19 obligations imposed by this agreement shall remain in effect until a designating party agrees
20 otherwise in writing or a court orders otherwise.

1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2 DATED this 21st day of November, 2014.

3 HANSON BAKER LUDLOW
4 DRUMHELLER P.S.

5
6 By: /s/ Magnus R. Andersson
7 MAGNUS R. ANDERSSON
8 WSBA No. 31536
mandersson@hansonbaker.com
Attorney for Defendants

9
10 DATED this 21st day of November, 2014.

11 THE RIGBY LAW FIRM

12
13 By: /s/ James Rigby
14 JAMES RIGBY
15 WSBA No. 9658
james@rigbylawfirm.com
Attorney for Plaintiff/Trustee

EXHIBIT A

DISCLOSURE AGREEMENT

I, _____, understand that information and/or documents that are to be disclosed to me by counsel of record for _____ (name of party), are confidential and may be used by me solely to assist in the matter of Bankruptcy Estate of Trend Sound Promoter AMG Corp. v. Pigida, U.S. Bankruptcy Court, Western District of Washington Cause No. 14-01249. I hereby acknowledge that I have received a copy of the protective order entered in this case, that I have read it, and that I agree to be bound by its terms. I understand that the protective order prohibits me from using confidential information or documents for any other purpose and from disclosing such documents and information to any other person. I further agree to be subject to the jurisdiction of the U.S. Bankruptcy Court, Western District of Washington, for purposes of enforcement of the protective order and my obligations under this Agreement.

Signed by Recipient

Dated: _____

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The logo for Hanson Baker Ludlow Drumheller P.S. features a stylized, blocky letter 'H' and 'B' intertwined, with a smaller 'L' and 'D' positioned below them to the right.